

Item # _____

Prepared by: Gloria Kelly
Real Estate Services

Commissioner _____

Approved by: _____
County Attorney

A resolution approving the conveyance of six (6) parcels of land 35,412 square feet (3.999 ACRES) in size, located on the east and west side of Booker T. Washington High School in the City of Memphis back to Memphis City Schools, without monetary consideration; and to authorize the Mayor to execute a Quit Claim Deed conveying said parcels of land back to Memphis City Schools for proper disposal.

Sponsored by: Commissioner J. W. Gibson, II

WHEREAS, In 1994, Shelby County acquired, six (6) unimproved parcels of land 35,412 square feet (3.999 acres) in size, located on the east and west side of Booker T. Washington High School inside the City of Memphis, addressed as 725 Mississippi, 729 Mississippi, 735 Mississippi, 739 Mississippi, 707 S. Lauderdale, and 703 S. Lauderdale and further identified as Tax Parcel Numbers 011018 00002, 011018 00003, 011018 00004, 011018 00005, 011018 00008 and 011018 00009; and

WHEREAS, these parcels of land were originally acquired by the Chancery Court in Municipal Tax Sale No. 89.7 and subsequently lost in a tax sale and returned to Shelby County for disposal; and

WHEREAS, Shelby County has not used these parcels for any intended public purpose and has no need for the property; and

WHEREAS, Memphis City Schools has now requested Shelby County to convey these parcels back to Memphis City Schools without monetary consideration, for its proper disposal of said parcels of land in accordance with Tennessee State Law governing the disposal of Delinquent Tax Property acquired in a municipal Tax Sale; and

WHEREAS, It is deemed to be in the best interest of Shelby County to convey said parcels of land 35,412 square feet (3.999 acres) in size, being more particularly described in the attached Quit Claim Deed, which is hereby incorporated by reference, back to Memphis City Schools, without monetary consideration, to enable Memphis City Schools to properly dispose of said parcel of land.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the aforementioned real properties conveyance to Memphis City Schools, without monetary consideration, be and the same are hereby approved; and that the Mayor be and he is authorized to execute the attached Quit Claim Deed Document affecting the same.

A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

Clerk of County Commission

ADOPTED _____

SUMMARY SHEET

I. Description of Item

A Resolution approving the conveyance of six (6) parcels County owned land 35,412 square feet (3.999 acres) in size, back to the Memphis City Schools, without monetary consideration; these parcels are located on the east and west sides of Booker T. Washington High School within the City of Memphis; these parcels of land were acquired by the County of Shelby in Municipal Tax Sale No. 89.7 and subsequently lost in a delinquent tax sale to the County in 1994 through Chancery Court; because these parcels were not used for any intended purpose, the Memphis City Schools has formally requested the County to transfer these parcels back to Memphis City Schools for its proper disposal in accordance with Tennessee State Law governing the disposal of Delinquent Tax Property acquired in a municipal Tax Sale.

II. Source and Amount of Funding

N/A

III. Contract Items

Quit Claim Deed

IV. Additional Information Relevant to Approval of this Item

N/A

QUIT CLAIM DEED

THIS INDENTURE, made and entered into this _____ day of _____, 2008 by and between the **County of Shelby, a Political Subdivision of the State of Tennessee**, (hereinafter referred to as "**Grantor**"), and the **Memphis City Schools, a municipal corporation of the State of Tennessee** (hereinafter referred to as "**Grantee**").

WITNESSETH: That for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, **Grantor** has bargained and sold and does hereby bargain, sell, remise, release, convey and forever quitclaim unto **Grantee** all of its right, title and interest in and to the following described real estate, situated and being in the City of Memphis, County of Shelby, State of Tennessee, to-wit:

Lot 47, Stewart Subdivision of Lot 19, Willo Williams Tract fronting 36.7 feet on the west side of Mississippi Avenue (formerly Hernando Road) and running back westwardly 119 ½ feet on the north line and 140.4 feet on the south line through to South Lauderdale Street, and further known as 725 Mississippi. Parcel #01101800000020

PARCEL III: Lots 44, 45 and 46 of E. P. Stewart Subdivision of Lot 19, Willoughby Williams Subdivision, being more particularly described as follows, BEGINNING at a point on the east line of Lauderdale Street 150 feet north of the north line of Broadway; thence north with the east line of Lauderdale Street 60 feet: thence east 140.4 feet to a western line of Mississippi Boulevard (formerly called Hernando Road); thence in a southeasterly direction with the west line of Mississippi Boulevard 110 feet to the dividing line between Lots 43 and 44, said Subdivision; thence west said dividing line to the dividing line between Lots 44 and 49, said subdivision; thence in a northwesterly direction with said last mentioned dividing line 31.9 feet to the south line of Lot 45; thence west with said south line 91 feet to the point of beginning, and being further described and known as 729 Mississippi; Parcel #01101800000030

PARCEL II: Lot 43, Stewart's Subdivision in Willo Williams tract: BEGINNING at a point in the west line of Mississippi Avenue 110.11 feet northwest from the intersection of the north line of Broadway Street with the west line of Mississippi Avenue, which beginning point in also 398.5 feet southeast from, a point of a triangle formed by Mississippi Avenue and Lauderdale Street; thence in a northerly direction with Mississippi Avenue 33.7 feet; thence west parallel with Broadway Street 103.3 feet: thence south 31.73 feet; thence eastwardly and parallel with Broadway Street 112 feet to a point of beginning; EXCEPT that part of the property deeded to the City of Memphis by Deed of record in Deed Book 523. Page 273, of the Registers Of f ice of Shelby County, Tennessee, and being further known as 735 Mississippi; Parcel #01101800000040

PARCEL 1: Lot 42, B. P. Stewarts Subdivision of Lots 16 and 19 of the Williams Subdivision, and more particularly described an follows: BEGINNING at a point in west line of Mississippi Boulevard, or Hernando Road, 73.4 feet northwestwardly from, the intersection of the west line of Mississippi Boulevard, or Hernando Road, with the north line of Broadway or Railroad Avenue; thence north westwardly along the west line of Mississippi Boulevard or Hernando Road 36.7 feet; thence west, parallel to Broadway or Railroad Avenue, 112 feet: thence in a northeastwardly direction 31.9 feet; thence east parallel with Broadway or Railroad Avenue, 122.5 feet to the point of beginning, and being further known as 739 Mississippi; 01101800000050.

PARCEL VI: Lot 51, B. P. Stewart Subdivision, being more particularly described as follows: BEGINNING at a point in the east line of South Lauderdale 60 feet north of the north line of Railroad Avenue (100 feet wide), which point is the northwest corner of Lot 52 of said subdivision; thence particularly along the east line of south Lauderdale Street 30 feet (measures 33 feet) to the southwest corner of Lot 50 of said

subdivision; thence eastwardly along the south line of Lot 50 a distance of 112' feet to the northwest corner of Lot 42 of said subdivision; thence southeastwardly with the west line of Lot 42 a distance of 31.9 feet to the northeast corner of lot 52; thence westwardly with the north line of Lot 52 a distance of 122.5 feet to the east line of South Lauderdale Street to the point of beginning and further known as 707 South Lauderdale Street; Parcel #01101800000080.

PARCEL V: Lots 49 and 50, E. P. Stewart Subdivision, as recorded in Record Book 73. Page 587, in the Register's Office of Shelby County, Tennessee, to which plat reference is made for a more particular description of said lots. Said lots are described as follows BEGINNING at a point in the east line of South Lauderdale Street (45 feet wide) 90 feet north of the intersection of the north line of Broadway or Railroad Avenue (100 feet wide) and the east line of South Lauderdale Street; thence north along the east line of South Lauderdale Street 60 feet to a point; thence eastwardly along the south line of Lot 45 of said E. P. Stewart Subdivision, a distance of 91 feet to a point; thence southeastwardly along the eastern line of Lots 44 and 43 of said subdivision, a distance of 63.8 feet to a point, said point being the northeast corner of Lot 51, E. P. Stewart Subdivision, designated as Parcel I in the deed to D. L. Gerwin and wife, Dorothy K. Gerwin, of record Book 6276, Page 456, in the Register's Office of Shelby County, Tennessee; thence westwardly along the north line of said Lot 51 a distance of 112 feet to a point in the east line of South Lauderdale Street; thence north along the east line of South Lauderdale Street a distance of 60 feet to the point of beginning, and further known as 703 South Lauderdale Street; Parcel #01101800000090.

This conveyance is being made for the disposal of property to the Memphis City Schools. **Grantor** makes no claim or warranty relative to the environmental condition of the hereinabove described property being conveyed.

This conveyance is subject to acceptance by **Grantee**, which acceptance being expressly acknowledged herein by the approval of the proper Officials as evidenced by their signatures herein below.

IN WITNESS WHEREOF, **Grantor** has caused this instrument to be executed by the affixing thereto of the signature of the Mayor of the County of Shelby, the said Mayor being authorized so to do pursuant to Section 4.03-18 of Chapter 260 of the Private Acts of 1974 in accordance with the approval of the Shelby County Board of Commissioners, on the ____ day of _____, 2008, in Resolution # ____.

Grantee: Memphis City Government

BY: _____
Dr. W. W. Herenton, City Mayor

Approved as to Form:

BY: _____
City Attorney

Other City Approvals:

BY: _____
Director of General Services

Grantor: County of Shelby

BY: _____
A C Wharton, Jr., County Mayor

BY: _____
Paul Matilla, Trustee

Approved as to Form:

BY: _____
Assistant County Attorney/
Contract Administrator

Other County Approvals:

BY: _____
County Real Estate Manager

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **A C WHARTON, JR., Mayor of the County of Shelby**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of the County of Shelby**, the within named bargainor, one of the counties of the State of Tennessee, and that he as such **Mayor** of said county, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Shelby County by himself as such **Mayor** of said County of Shelby.

WITNESS my hand and Notarial Seal, at office in Memphis, in the County aforesaid, this ____ day of _____, 2008.

MY COMMISSION EXPIRES:

Notary Public

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **PAUL MATILLA, Interim Trustee of the County of Shelby**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Trustee of the County of Shelby**, and that he as such **Trustee**, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal, at office in Memphis, in the County aforesaid, this ____ day of _____, 2008.

MY COMMISSION EXPIRES:

Notary Public

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **Dr. W. W. Herenton**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of the City of Memphis**, the within named bargainor, and that he as such **Mayor**, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **City of Memphis**, by himself as such **Mayor**.

WITNESS my hand and Notarial Seal, at office in Memphis, in the County aforesaid, this ____ day of _____, 2008.

MY COMMISSION EXPIRES:

Notary Public

(FOR RECORDING DATA ONLY)

Property Address:

725 Mississippi 729 Mississippi
735 Mississippi 739 Mississippi
707 South Lauderdale 703 South Lauderdale
(Vacant Land)

Tax Parcel Nos:

011 018 00002 011 018 00003
011 018 00004 011 018 00005
011 018 00008 011 018 00009

Mail Tax Bills to: (Person or Agency
responsible for payment of taxes)

Exempt - Government

Owners Name and Address:

Memphis City Schools
2597 Avery Avenue
Memphis, TN 38112

This instrument prepared by:

Shelby County Government
Real Estate Services
584 Adams Ave.
Memphis, TN 38103
Phone No. (901) 545-3498